IN THE HIGH COURT OF JUDICATURE OF BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGEMENT NO.563 OF 2004

IN

SUMMARY SUIT NO. 1649 OF 2004

Abdul Sadique Gul Mohd. .. Plaintiff

versus

Badrunnisa Ali Mohd. Sahibole .. Defendant

...

Mr.S.M. Kazi for the plaintiff.

CORAM : D.G. KARNIK,J.

DATED : 30th March 2005.

P.C.:

1. Heard the learned counsel for the plaintiff. None present for the defendant.

2. The learned counsel for the plaintiff hands in affidavit of service. Affidavit is taken on record and marked "A" for identification. From the said affidavit is appears that Summons for Judgement was served on the defendant through his Advocate on 29th July 2004. Despite service, the defendant has not filed any application for leave to defend nor filed

any affidavit in reply.

3. The plaintiff hands in documents. The documents are taken on record and marked Exhibit-B

4. I have perused the plaint and the documents. The plaintiff lent and advanced to the defendant a loan of Rs.90,000/-. The defendant executed a promissory note agreeing to pay on demand Rs.90,000/- with interest at 21% p.a. The original promissory note is filed on record as also the original licence under the Money Lenders Act. By an advocate’s notice, the plaintiff demanded the payment. Office copy of the notice and acknowledgement is also filed on record. In the absence of any affidavit in reply, the averments made in the plaint are accepted. Hence, plaintiff is also entitled to a decree under Order 37 Rule 3(6) of the Code of Civil Procedure.

5. For these reasons, Summons for Judgement is made absolute and the suit of the plaintiff is decreed as follows:

6. The defendant shall pay to the plaintiff a sum of Rs.1,10,000/- together with interest on the principal sum of Rs.90,000/- at 12% p.a. from the date of the suit till payment and all costs of the suit.

D.G. KARNIK, J